

1 SHEPPARD, MULLIN, RICHTER & HAMPTON LLP
JILL M. PIETRINI (Cal. Bar No. 138335)
2 jpietrini@sheppardmullin.com
PAUL A. BOST (Cal. Bar No. 261531)
3 pbost@sheppardmullin.com
1901 Avenue of the Stars, Suite 1600
4 Los Angeles, California 90067-6017
Telephone: (310) 228-3700
5 Facsimile: (310) 228-3701

6 Attorneys for Plaintiff
UNITED ARTISTS CORPORATION
7

8 UNITED STATES DISTRICT COURT
9 CENTRAL DISTRICT OF CALIFORNIA
10 WESTERN DIVISION

11 UNITED ARTISTS CORPORATION,
a Delaware corporation,

12 Plaintiff,

13 v.
14

15 UNITED ARTIST STUDIOS LLC, a
Nevada limited liability company;
16 UNITED ARTIST FILM FESTIVAL
LLC, a Nevada limited liability
17 company; and DOES 1-10, inclusive,

18 Defendants.
19
20
21
22
23
24
25
26
27
28

Case No. 2:19-cv-00828

COMPLAINT FOR:

**(1) TRADEMARK INFRINGEMENT
IN VIOLATION OF 15 U.S.C. §
1114;**

**(2) FALSE DESIGNATION OF
ORIGIN IN VIOLATION OF 15
U.S.C. § 1125(a);**

**(3) TRADEMARK DILUTION IN
VIOLATION OF 15 U.S.C.
§ 1125(c);**

**(4) CYBERPIRACY IN VIOLATION
OF 15 U.S.C. § 1125(d);**

**(5) COMMON LAW TRADEMARK
INFRINGEMENT;**

**(6) UNFAIR COMPETITION IN
VIOLATION OF CAL. BUS. &
PROF. CODE §§ 17200, *ET SEQ.*;
AND**

**(7) COMMON LAW UNFAIR
COMPETITION**

DEMAND FOR JURY TRIAL

1 Plaintiff United Artists Corporation (“United Artists”) hereby files its
2 complaint against defendants United Artist Studios LLC (“UAS”) and United Artist
3 Film Festival LLC (“UAFF”) (collectively, “Defendants”) and Does 1-10, and
4 alleges as follows:

5 **PRELIMINARY STATEMENT**

6 1. United Artists is one of Hollywood’s oldest and most venerated
7 producers and distributors of entertainment content. Millions of consumers
8 worldwide immediately associate the UNITED ARTISTS marks with hundreds of
9 films that span a century of cinema history, including dozens of the greatest and
10 most iconic films ever made. Defendants are infringing United Artists’ registered
11 and famous trademarks by using the “United Artist” name to misleadingly brand
12 their business activities relating to the production and distribution of theatrical
13 content, thereby freeriding on United Artists’ preeminent goodwill and reputation in
14 the entertainment industry. When United Artists attempted to resolve this dispute
15 informally, Defendants responded with a startling diatribe of epithetical invective
16 and threats directed at United Artists’ parent company and its counsel, leaving
17 United Artists with no choice but to enforce its rights against Defendants in federal
18 court.

19 **JURISDICTION**

20 2. This action arises under the trademark and anti-dilution laws of the
21 United States, 15 U.S.C. § 1051, *et seq.*, and under the statutory and common law
22 of unfair competition. This Court has jurisdiction under 28 U.S.C. §§ 1331 and
23 1338(a) and (b), and § 1367, and 15 U.S.C. § 1121.

24 3. Venue is proper under 28 U.S.C. §§ 1391(b) and (c) in this case
25 because United Artists resides in this District, and, on information and belief,
26 Defendants are subject to personal jurisdiction in this District and/or a substantial
27 part of the events or omissions giving rise to the instant claims occurred in this
28 District.

PARTIES

4. United Artists is a Delaware corporation, having its principal place of business in Beverly Hills, California.

5. On information and belief, UAS is a Nevada limited liability company, having its principal place of business in Las Vegas, Nevada, and does business in this District.

6. On information and belief, UAFF is a Nevada limited liability company, having its principal place of business in Las Vegas, Nevada, and does business in this District.

7. On information and belief, UAS and UAFF are related organizations and share officers, including, but not limited to, James Schramm.

8. Defendants are subject to personal jurisdiction in this District because they do business in the District and/or the claims arose in this District.

9. The true names, identities and capacities, whether individual, associate, corporate or otherwise, of Defendants DOES 1 to 10, inclusive, and each of them (“the DOE Defendants”), are unknown to United Artists at this time, who therefore sues the DOE Defendants by such fictitious names. When the true names and capacities or participation of the DOE Defendants are ascertained, United Artists will amend this complaint to assert the true names, identities and capacities. United Artists is informed and believes and thereon alleges that each of the DOE Defendants sued herein is responsible for the wrongful acts alleged herein, and is therefore liable to United Artists in some manner for the events and happenings alleged in this complaint. United Artists is informed and believes and thereon alleges that at all times herein mentioned, the DOE Defendants were and are doing business and/or residing in this District.


UNITED ARTISTS’ BUSINESS AND TRADEMARKS



10. United Artists and its predecessor entities have been active in the motion picture industry for a century. United Artists was founded in February 1919

by industry legends D.W. Griffith, Charlie Chaplain, Mary Pickford, and Douglas Fairbanks. Throughout its storied history, United Artists and its predecessor entities have produced and distributed films, television programs, and related entertainment products, and also have been involved continuously in motion picture and television financing, production, and distribution services.

11. United Artists has produced or distributed many of cinema's greatest masterpieces and commercial successes, including *Modern Times* (1936), *A Star is Born* (1937), *Stagecoach* (1939), *High Noon* (1952), *Marty* (1955), *12 Angry Men* (1957), *The Apartment* (1960), *West Side Story* (1961), *In the Heat of the Night* (1967), *Midnight Cowboy* (1969), *Fiddler on the Roof* (1971), *One Flew Over the Cuckoo's Nest* (1975), *Network* (1976), *Annie Hall* (1977), *Apocalypse Now* (1979), *Raging Bull* (1980), *Rain Man* (1988), *The Thomas Crown Affair* (1999), *Capote* (2005), and *Valkyrie* (2008). In addition, United Artists has produced several hit television series, including *Outer Limits* and *Rat Patrol*. More recently, the hit television shows *Survivor*, *Shark Tank*, and *The Voice* were produced under the United Artists Media Group banner during the 2015-16 season.

12. United Artists has undertaken the foregoing activities under the UNITED ARTISTS mark or versions thereof (the "UNITED ARTISTS Marks") and, consequently, owns common law rights in and federal registrations of the following UNITED ARTISTS Marks:

<u>Mark</u>	<u>Reg. No.</u>	<u>Class and Goods/Services</u>	<u>Reg. Date</u>
UNITED ARTISTS	1,624,112	Class 41: Entertainment services – namely production and distribution of motion pictures	Nov. 20, 1990
	1,625,273	Class 41: Entertainment services – namely production and distribution of motion pictures	Nov. 27, 1990

<u>Mark</u>	<u>Reg. No.</u>	<u>Class and Goods/Services</u>	<u>Reg. Date</u>
	2,091,641	Class 9: pre-recorded video tapes and video discs and motion picture films whose subject matter is entertainment, namely, action adventure, comedy, drama, literary, historical, biographical and suspense themes; cartoons Class 16: posters, film guides, film programs and books whose subject matter covers all topics related to motion picture films, including the history thereof and individuals featured in motion pictures Class 41: entertainment services, namely, production and distribution of motion pictures	Aug. 26, 1997
UA	3,431,329	Class 9: Motion picture films featuring entertainment, namely, action adventures, dramas, comedies, romances, science fiction, horror and mysteries; pre-recorded video discs and DVDs featuring entertainment Class 41: Entertainment services, namely, production and distribution of a series of theatrical motion pictures; providing a website featuring motion pictures and television programming	May 20, 2008
UNITED ARTISTS MEDIA GROUP	4,856,577	Class 41: Entertainment services, namely, production and distribution of motion pictures	Nov. 17, 2015
UNITED ARTISTS MEDIA GROUP	4,856,615	Class 41: Entertainment services, namely, production and distribution of television programming	Nov. 17, 2015
	4,856,661	Class 41: Entertainment services, namely, production and distribution of motion pictures, television programs and Internet programming	Nov. 17, 2015

1 True and correct copies of certificates of registration reflecting these UNITED
 2 ARTISTS Marks are attached hereto as **Exhibit A**. United Artists also has a
 3 pending application to federally register the mark UA UNITED ARTISTS
 4 DIGITAL STUDIOS & Design (Ser. No. 88/002,587), which application was
 5 recently published without opposition. A true and correct copy of printouts from
 6 the U.S. Patent & Trademark Office's ("PTO") website reflecting this application
 7 are attached hereto as **Exhibit B**.

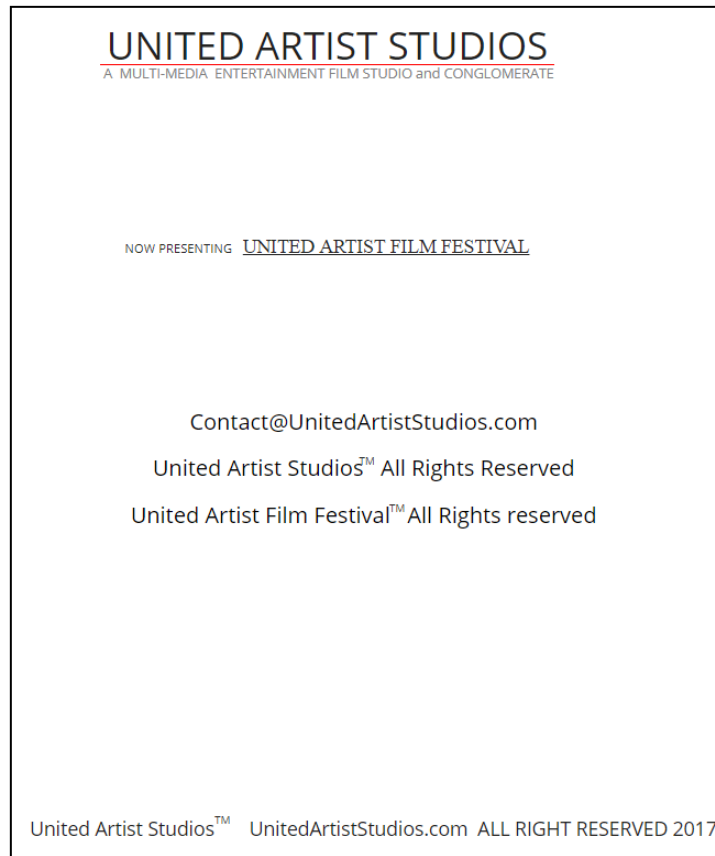
8 **DEFENDANTS AND THEIR INFRINGING ACTIONS**

9 13. On information and belief, Defendants are using the marks UNITED
 10 ARTIST STUDIOS and UNITED ARTIST FILM FESTIVAL in conjunction with
 11 services offered in the motion picture and entertainment industry, all without
 12 United Artists' approval, license, or consent.

13 14. On information and belief, UAS operates a website on the URL
 14 www.unitedartiststudios.com (the "UAS Website"). On the UAS Website, UAS
 15 expressly claims trademark rights in both UNITED ARTISTS STUDIOS and
 16 UNITED ARTIST FILM FESTIVAL and – until recently – identified itself as “a
 17 motion picture entertainment company,” as set forth in the below screenshot of the
 18 UAS Website, captured, on information and belief, on or around August 18, 2018:



1
2 After receiving United Artists' initial cease and desist letter (as described below in
3 Paragraph 19), UAS replaced the words "a motion picture entertainment company"
4 with "a multi-media entertainment film studio and conglomerate," as set forth in the
5 below screenshot of the UAS Website, captured on February 4, 2019:



20 15. On information and belief, UAFF operates a website on the URL
21 www.unitedartistfilmfestival.com (the "UAFF Website"). On the UAFF Website,
22 UAFF prominently uses the UNITED ARTIST FILM FESTIVAL mark as the
23 name of a film festival, as set forth in the below screenshot of the "The Program"
24 page of the UAFF Website, captured on February 4, 2019:

25 ///

26
27 ///



16. As the above screenshot reflects, UAFF states that it is “the only film festival that guarantees a commercial studio level theatrical distribution deal (release) for ALL winners (1st, 2nd and 3rd place).” Further, UAFF states that it “will broadcast [its] annual event on several national and international TV networks reaching America as well as 120 other countries.” Notably, the UAFF Website does not include a privacy policy, terms and conditions, or any contact information for UAFF, and does not identify the individuals and companies purportedly behind

1 the UNITED ARTIST FILM FESTIVAL or when or on which networks the
2 UNITED ARTIST FILM FESTIVAL is scheduled to air. Also, the UAFF Website
3 states that “all finalist [sic] will be listed here by [February] 1, 2019” and that
4 “2018 winners will be announced [February] 3, 2019,” but as of February 4, 2019
5 the UAFF Website does not appear to identify finalists or winners of the purported
6 film festival.

7 17. On the “Submit & Register” page of the UAFF Website, UAFF solicits
8 filmmakers to submit their feature films, documentary and short films, theatrical
9 trailers, and music videos for consideration in the UNITED ARTIST FILM
10 FESTIVAL. Entry fees range from \$50 - \$200, and PayPal links are provided for
11 payment.

12 18. Defendants’ use of the UNITED ARTIST STUDIOS and UNITED
13 ARTIST FILM FESTIVAL marks is likely to cause consumers to mistakenly and
14 erroneously believe that Defendants, their marks, and/or the services offered
15 thereunder have their source or origin with United Artists, are affiliated or
16 connected with United Artists, or are endorsed or approved by United Artists.
17 United Artists is damaged by Defendants’ unauthorized use of the UNITED
18 ARTIST STUDIOS and UNITED ARTIST FILM FESTIVAL marks. Among
19 other things, consumers are likely to believe that United Artists is affiliated with, or
20 is the originator of, the UNITED ARTIST FILM FESTIVAL, which it is not.

21 19. On September 7, 2018, counsel for United Artists sent Defendants a
22 letter demanding that they cease and desist any and all infringement of the UNITED
23 ARTISTS Marks. A true and correct copy of the September 7, 2018 demand letter
24 to Defendants is attached hereto as **Exhibit C**.

25 20. On September 7, 2018, Mr. Schramm responded to counsel for United
26 Artists by email – twice – and therein profanely denied United Artists’ claims and
27 refused its requests to resolve the matter amicably. True and correct copies of those
28 emails are attached hereto as **Exhibit D**. That same day, Mr. Schramm left a

1 voicemail for the chairperson of United Artists’ counsel’s law firm, who had – and
2 has – no involvement in this matter and has never represented United Artists.

3 21. On September 27, 2018, counsel for United Artists sent Mr. Schramm
4 a letter responding to his communications of September 7, 2018. A true and correct
5 copy of United Artists’ September 27, 2017 letter is attached hereto as **Exhibit E**.

6 22. On September 27, 2018, Mr. Schramm responded with yet another
7 expletive-laden email to United Artists’ counsel again denying United Artists’
8 claims and refusing its requests to resolve the matter amicably. A true and correct
9 copy of that email is attached hereto as **Exhibit F**.

10 23. On October 4, 2018, the operator of the email address
11 films@unitedartistfilmfestival.com (presumably Mr. Schramm) responded to
12 United Artists’ September 27, 2018 letter, denying United Artists’ claims and
13 stating that it would not “cease and dismiss.” A true and correct copy of this email
14 is attached hereto as **Exhibit G**.

15 24. Defendants have not ceased their unlawful activities and continue to
16 infringe and otherwise violate United Artists’ intellectual property rights.

17 **FIRST CAUSE OF ACTION**

18 **(Trademark Infringement – 15 U.S.C. §§ 1114 – Against Defendants)**

19 25. United Artists repeats and realleges each and every allegation of
20 paragraphs 1 through 24, above, as though fully set forth herein.

21 26. Defendants have used in commerce, without United Artists’ permission
22 or authorization, the UNITED ARTISTS Marks or marks confusingly similar
23 thereto – specifically, the UNITED ARTIST STUDIOS and UNITED ARTIST
24 FILM FESTIVAL marks – in a manner that is likely to cause confusion with
25 respect to the source and origin of Defendants’ services and is likely to cause
26 confusion or mistake and to deceive purchasers as to United Artists’ affiliation,
27 connection, or association with, or approval or sponsorship of, Defendants, their
28 businesses, and/or their services.

1 27. Defendants' acts constitute infringement of the UNITED ARTISTS
2 Marks in violation of 15 U.S.C. § 1114.

3 28. As a direct and proximate result of Defendants' wrongful acts, United
4 Artists has suffered and continues to suffer and/or is likely to suffer damage to its
5 trademarks, business reputation, and goodwill. Defendants will continue to use,
6 unless restrained, the UNITED ARTISTS Marks or marks confusingly similar
7 thereto, and will cause irreparable damage to United Artists. United Artists has no
8 adequate remedy at law and is entitled to an injunction restraining Defendants and,
9 as applicable, their officers, members, agents, servants, and employees, and all
10 persons acting in concert with them, from engaging in further acts of infringement.

11 29. United Artists is further entitled to recover from Defendants the actual
12 damages that United Artists has sustained, is sustaining, and/or is likely to sustain
13 as a result of Defendants' wrongful acts.

14 30. United Artists is further entitled to recover from Defendants the gains,
15 profits, and advantages that Defendants have obtained as a result of their wrongful
16 acts.

17 31. Because of the willful nature of Defendants' wrongful acts, United
18 Artists is entitled to an award of treble damages and increased profits under 15
19 U.S.C. § 1117.

20 32. Pursuant to 15 U.S.C. § 1117, United Artists is also entitled to recover
21 its costs of suit, and its attorneys' fees because this is an exceptional case.

22 **SECOND CAUSE OF ACTION**

23 **(False Designation of Origin and Association – 15 U.S.C. § 1125(a) – Against**
24 **Defendants)**

25 33. United Artists repeats and realleges each and every allegation of
26 paragraphs 1 through 32, above, as though fully set forth herein.

27 34. Defendants' unauthorized use of the UNITED ARTISTS Marks or
28 marks confusingly similar thereto – specifically, the UNITED ARTIST STUDIOS

1 and UNITED ARTIST FILM FESTIVAL marks – in conjunction with Defendants’
2 businesses and their offering of services in the motion picture or entertainment
3 industry, Defendants’ false designation of origin, and Defendants’ false and
4 misleading descriptions and representations of fact, as alleged herein, are likely to
5 cause confusion, or to cause mistake, or to deceive as to the affiliation, connection,
6 or association of Defendants with United Artists, or as to the origin, sponsorship, or
7 approval of Defendants’ services or commercial activities by United Artists in
8 violation of 15 U.S.C. § 1125(a).

9 35. As a direct and proximate result of Defendants’ wrongful acts, United
10 Artists has suffered and continues to suffer and/or is likely to suffer damage to its
11 trademarks, business reputation, and goodwill. Defendants will continue, unless
12 restrained, to conduct their business and offer services using the UNITED
13 ARTISTS Marks or other trademarks confusingly similar thereto and will cause
14 irreparable damage to United Artists. United Artists has no adequate remedy at
15 law and is entitled to an injunction restraining Defendants and, as applicable, their
16 officers, members, agents, servants, and employees, and all persons acting in
17 concert with them, from engaging in further acts of false designation of origin or
18 association.

19 36. United Artists is further entitled to recover from Defendants the actual
20 damages that United Artists has sustained, is sustaining, and/or is likely to sustain
21 as a result of Defendants’ wrongful acts. United Artists is presently unable to
22 ascertain the full extent of the monetary damages that it has suffered and/or is likely
23 to sustain by reason of Defendants’ acts of false designation of origin or affiliation.

24 37. United Artists is further entitled to recover from Defendants the gains,
25 profits, and advantages that Defendants have obtained as a result of their wrongful
26 acts. United Artists is presently unable to ascertain the extent of the gains, profits,
27 and advantages that Defendants have realized by reason of their acts of false
28 designation of origin or affiliation.

1 38. Because of the willful nature of Defendants' wrongful acts, United
2 Artists is entitled to an award of treble damages and increased profits pursuant to
3 15 U.S.C. § 1117.

4 39. Pursuant to 15 U.S.C. §1117, United Artists is also entitled to recover
5 its costs of suit, and its attorneys' fees because this is an exceptional case.

6 **THIRD CAUSE OF ACTION**

7 **(Dilution – 15 U.S.C. § 1125(c) – Against Defendants)**

8 40. United Artists repeats and realleges each and every allegation of
9 paragraphs 1 through 39, above, as though fully set forth herein.

10 41. United Artists began using the UNITED ARTISTS Marks before
11 Defendants began promoting and using the UNITED ARTIST STUDIOS and
12 UNITED ARTIST FILM FESTIVAL marks. The UNITED ARTISTS Marks are
13 inherently distinctive and have acquired distinction through United Artists'
14 extensive, continuous, and exclusive use of them.

15 42. The UNITED ARTISTS Marks are famous and distinctive within the
16 meaning of 15 U.S.C. §§ 1125(c)(1) and 1127.

17 43. Defendants' use of the UNITED ARTIST STUDIOS and UNITED
18 ARTIST FILM FESTIVAL marks is likely to dilute by blurring and/or tarnishment
19 the distinctive quality of the UNITED ARTISTS Marks in violation of 15 U.S.C.
20 § 1125(c).

21 44. Defendants' acts complained of herein are likely to damage United
22 Artists irreparably. United Artists has no adequate remedy at law for such wrongs
23 and injuries. The damage to United Artists includes harm to its trademarks,
24 goodwill, and reputation that money cannot compensate. United Artists is therefore
25 entitled to a preliminary and permanent injunction enjoining Defendants' use of the
26 UNITED ARTIST STUDIOS and UNITED ARTIST FILM FESTIVAL marks and
27 the UNITED ARTISTS Marks or any marks likely to dilute such Marks in
28 connection with the promotion, advertisement and sale of any services offered by

1 Defendants.

2 45. Because of the willful nature of Defendants' actions, United Artists is
3 further entitled to recover from Defendants its actual damages sustained by United
4 Artists as a result of Defendants' wrongful acts. United Artists is presently unable
5 to ascertain the full extent of the monetary damages it has suffered by reason of
6 Defendants' acts of dilution.

7 46. Because of the willful nature of Defendants' actions, United Artists is
8 further entitled to recover from Defendants the gains, profits, and advantages
9 Defendants have obtained as a result of their wrongful acts. United Artists is
10 presently unable to ascertain the extent of the gains, profits, and advantages
11 Defendants have realized by reason of Defendants' willful acts of dilution.

12 47. Pursuant to 15 U.S.C. § 1117, United Artists is entitled to recover its
13 costs of suit, and its attorneys' fees because this is an exceptional case.

14 **FOURTH CAUSE OF ACTION**

15 **(Cyberpiracy – 15 U.S.C. § 1125(d) – Against Defendants)**

16 48. United Artists repeats and realleges each and every allegation of
17 paragraphs 1 through 47, above, as though fully set forth herein.

18 49. Defendants used and are using the UNITED ARTIST STUDIOS and
19 UNITED ARTIST FILM FESTIVAL marks with a bad faith intent to profit from
20 the UNITED ARTISTS Marks.

21 50. Defendants registered, are trafficking in, and are using the domain
22 names www.unitedartiststudios.com and www.unitedartistfilmfestival.com, both of
23 which are confusingly similar to the UNITED ARTISTS Marks.

24 51. As of the date Defendants registered and began trafficking in and using
25 the domain names www.unitedartiststudios.com and
26 www.unitedartistfilmfestival.com, the UNITED ARTISTS Marks were distinctive
27 and the UNITED ARTISTS Marks were famous.

28 52. As a direct and proximate result of Defendants' wrongful acts, United

1 Artists has suffered and continues to suffer and/or is likely to suffer damage to its
2 trademarks, business reputation, and goodwill. Defendants will continue, unless
3 restrained, to conduct their business and offer services using the UNITED
4 ARTISTS Marks or other trademarks confusingly similar thereto in the subject
5 domain names and will cause irreparable damage to United Artists. United Artists
6 has no adequate remedy at law and is entitled to an injunction restraining
7 Defendants and, as applicable, their officers, members, agents, servants, and
8 employees, and all persons acting in concert with them, from engaging in further
9 acts of cyberpiracy, and is also entitled to an order transferring the domain names
10 www.unitedartiststudios.com and www.unitedartistfilmfestival.com to United
11 Artists.

12 53. United Artists is further entitled to recover from Defendants the actual
13 damages that United Artists has sustained, is sustaining, and/or is likely to sustain
14 as a result of Defendants' wrongful acts. United Artists is presently unable to
15 ascertain the full extent of the monetary damages that it has suffered and/or is likely
16 to sustain by reason of Defendants' acts of cyberpiracy.

17 54. United Artists is further entitled to recover from Defendants the gains,
18 profits, and advantages that Defendants have obtained as a result of their wrongful
19 acts. United Artists is presently unable to ascertain the extent of the gains, profits,
20 and advantages that Defendants have realized by reason of their acts of cyberpiracy.

21 55. Because of the willful nature of Defendants' wrongful acts, United
22 Artists is entitled to an award of treble damages and increased profits pursuant to
23 15 U.S.C. § 1117.

24 56. Pursuant to 15 U.S.C. § 1117, United Artists is also entitled to recover
25 its costs of suit, and its attorneys' fees because this is an exceptional case.

26 **FIFTH CAUSE OF ACTION**

27 **(Trademark Infringement – Common Law – Against Defendants)**

28 57. United Artists repeats and realleges each and every allegation of

1 paragraphs 1 through 56, above, as though fully set forth herein.

2 58. Defendants have used in commerce, without United Artists' permission
3 or authorization, the UNITED ARTISTS Marks or marks confusingly similar
4 thereto – specifically, the UNITED ARTIST STUDIOS and UNITED ARTIST
5 FILM FESTIVAL marks – in a manner that is likely to cause confusion with
6 respect to the source and origin of Defendants' services and is likely to cause
7 confusion or mistake and to deceive purchasers as to United Artists' affiliation,
8 connection, or association with, or approval or sponsorship of, Defendants, their
9 businesses, and/or their services.

10 59. Defendants' acts constitute infringement of the UNITED ARTISTS
11 Marks in violation of the common law.

12 60. As a direct and proximate result of Defendants' wrongful acts, United
13 Artists has suffered and continues to suffer and/or is likely to suffer damage to its
14 trademarks, business reputation, and goodwill. Defendants will continue to use,
15 unless restrained, the UNITED ARTISTS Marks or marks confusingly similar
16 thereto, and will cause irreparable damage to United Artists. United Artists has no
17 adequate remedy at law and is entitled to an injunction restraining Defendants and,
18 as applicable, their officers, members, agents, servants, and employees, and all
19 persons acting in concert with them, from engaging in further acts of infringement.

20 61. United Artists is further entitled to recover from Defendants the actual
21 damages that United Artists has sustained, is sustaining, and/or is likely to sustain
22 as a result of Defendants' wrongful acts.

23 62. United Artists is further entitled to recover from Defendants the gains,
24 profits, and advantages that Defendants have obtained as a result of their wrongful
25 acts.

26 63. Because of the willful nature of Defendants' wrongful acts, United
27 Artists is entitled to an award of punitive damages.
28

SIXTH CAUSE OF ACTION

(Unfair Competition – Cal. Bus. & Prof. Code §§ 17200, *et seq* – Against Defendants)

64. United Artists repeats and realleges each and every allegation of paragraphs 1 through 63, above, as though fully set forth herein.

65. By reason of the foregoing, Defendants have been, and are, engaged in “unlawful, unfair or fraudulent business practices” in violation of §§ 17200 *et seq.* of the California Bus. & Prof. Code.

66. Defendants’ acts complained of herein have injured and will continue to injure United Artists irreparably. United Artists has no adequate remedy at law for these wrongs and injuries. The injury to United Artists includes harm to its UNITED ARTISTS Marks, goodwill, and reputation in the marketplace that money cannot compensate. United Artists is therefore entitled to: (a) injunctive relief restraining and enjoining Defendants and, as applicable, their officers, members, agents, servants, and employees, and all persons acting thereunder, in concert with, or on their behalf, from using the UNITED ARTISTS Marks or any mark, name, symbol, or logo which is confusingly similar thereto, in connection with the marketing or sale of any services by Defendants; and (b) restitution of Defendants’ profits earned from their unauthorized use of the UNITED ARTISTS Marks or any mark, name, symbol, or logo which is confusingly similar thereto, in which profits United Artists has a vested interest.

SEVENTH CAUSE OF ACTION

(Unfair Competition – Common Law – Against Defendants)

67. United Artists repeats and realleges each and every allegation of paragraphs 1 through 66, above, as though fully set forth herein.

68. United Artists invested substantial time and money in its development of the UNITED ARTISTS Marks.

69. Defendants used the UNITED ARTISTS Marks or marks confusingly

1 similar thereto – specifically, the UNITED ARTIST STUDIOS and UNITED
2 ARTIST FILM FESTIVAL marks – to build its business and/or pass off its
3 business as that of United Artists’ without United Artists’ authorization.

4 70. Likewise, Defendants passed off its services offered under the
5 UNITED ARTISTS Marks or marks confusingly similar thereto – specifically, the
6 UNITED ARTIST STUDIOS and UNITED ARTIST FILM FESTIVAL marks – in
7 a manner likely to cause confusion as to the source of Defendants’ services or as to
8 United Artists’ association or affiliation with, or sponsorship of, Defendants’
9 services.

10 71. As a direct and proximate result of Defendants’ wrongful acts, United
11 Artists has suffered and continues to suffer and/or is likely to suffer damage to its
12 trademarks, business reputation, and goodwill. Defendants will continue, unless
13 restrained, to pass off its business as that of United Artists’ and to conduct their
14 business and offer services using the UNITED ARTISTS Marks or other
15 trademarks confusingly similar thereto and will cause irreparable damage to United
16 Artists. United Artists has no adequate remedy at law and is entitled to an
17 injunction restraining Defendants and, as applicable, their officers, members,
18 agents, servants, and employees, and all persons acting in concert with them, from
19 engaging in further acts of unfair competition.

20 72. United Artists is further entitled to recover from Defendants the actual
21 damages that United Artists has sustained, is sustaining, and/or is likely to sustain
22 as a result of Defendants’ wrongful acts. United Artists is presently unable to
23 ascertain the full extent of the monetary damages that it has suffered and/or is likely
24 to sustain by reason of Defendants’ acts of unfair competition.

25 73. United Artists is further entitled to recover from Defendants the gains,
26 profits, and advantages that Defendants have obtained as a result of their wrongful
27 acts. United Artists is presently unable to ascertain the extent of the gains, profits,
28 and advantages that Defendants have realized by reason of their acts of unfair

1 competition.

2 74. Because of the willful nature of Defendants' wrongful acts, United
3 Artists is entitled to an award of punitive damages.

4 **PRAYER FOR RELIEF**

5 WHEREFORE, United Artists prays that this Court enter judgment against
6 Defendants as follows:

7 1. Finding that Defendants have: infringed the UNITED ARTISTS
8 Marks under 15 U.S.C. § 1114 and the common law; violated 15 U.S.C. § 1125(a);
9 diluted the UNITED ARTISTS mark under 15 U.S.C. § 1125(c); committed
10 cyberpiracy under 15 U.S.C. § 1125(d); violated Cal. Bus. & Prof. Code § 17200 by
11 engaging in unlawful, unfair, and fraudulent business practices; and committed
12 unfair competition under the common law;

13 2. Ordering that Defendants and, as applicable, their officers, agents,
14 servants, directors, employees, servants, partners, representatives, assigns,
15 successors, related companies, and attorneys and all persons in active concert or
16 participation with Defendants or with any of the foregoing be enjoined
17 preliminarily during the pendency of this action and permanently thereafter from:

18 a. Manufacturing, transporting, promoting, importing,
19 advertising, publicizing, distributing, offering for sale, or selling any goods or
20 services offered under the UNITED ARTIST STUDIOS and UNITED ARTIST
21 FILM FESTIVAL marks, UNITED ARTISTS Marks, or any other mark, name,
22 symbol, or logo, which is likely to cause confusion or to cause mistake or to
23 deceive persons into the erroneous belief that any goods or services that Defendants
24 caused to enter the stream of commerce or any of Defendants' commercial
25 activities are sponsored or licensed by United Artists, are authorized by United
26 Artists, or are connected or affiliated in some way with United Artists or the
27 UNITED ARTISTS Marks;

28 b. Manufacturing, transporting, promoting, importing,

1 advertising, publicizing, distributing, offering for sale, or selling any goods or
2 services offered under the UNITED ARTIST STUDIOS and UNITED ARTIST
3 FILM FESTIVAL marks, the UNITED ARTISTS Marks, or any other mark, name,
4 symbol, or logo that is a copy or colorable imitation of, incorporates, or is
5 confusingly similar to the UNITED ARTISTS Marks;

6 c. Implying United Artists' approval, endorsement, or
7 sponsorship of, or affiliation or connection with, Defendants' goods, services, or
8 commercial activities, passing off Defendants' business as that of United Artists',
9 or engaging in any act or series of acts which, either alone or in combination,
10 constitutes unfair methods of competition with United Artists and from otherwise
11 interfering with or injuring the UNITED ARTISTS Marks or the goodwill
12 associated therewith;

13 d. Engaging in any act which is likely to dilute the
14 distinctive quality of the UNITED ARTISTS Marks and/or injures United Artists'
15 business reputation;

16 e. Representing or implying that Defendants are in any way
17 sponsored by, affiliated with, or licensed by United Artists; or

18 f. Knowingly assisting, inducing, aiding, or abetting any
19 other person or business entity in engaging in or performing any of the activities
20 referred to in paragraphs 2(a) to (e) above.

21 3. Ordering that United Artists is the exclusive owner of the UNITED
22 ARTISTS Marks and that such marks are valid and protectable;

23 4. Ordering that Defendants be required to deliver to United Artists for
24 destruction any and all digital files, packaging, printed graphics, promotional
25 materials, business cards, signs, labels, advertisements, flyers, circulars, and any
26 other items in any of their possession, custody, or control bearing the UNITED
27 ARTIST STUDIOS and UNITED ARTIST FILM FESTIVAL marks, the UNITED
28 ARTISTS Marks, or any other mark, name, symbol, or logo that is a copy or

1 colorable imitation of, incorporates, or is confusingly similar to the UNITED
2 ARTISTS Marks;

3 5. Ordering the transfer of the domain names
4 www.unitedartiststudios.com and www.unitedartistfilmfestival.com, and any other
5 domain names confusingly similar to the UNITED ARTISTS Marks, to United
6 Artists;

7 6. Granting an award of damages suffered by United Artists according to
8 proof at the time of trial;

9 7. Ordering that Defendants account to United Artists for any and all
10 profits earned as a result of Defendants' acts in violation of United Artists' rights
11 under the Lanham Act and the common law;

12 8. Granting an award of three times the amount of compensatory
13 damages and increased profits pursuant to 15 U.S.C. § 1117;

14 9. Ordering restitution of Defendants' profits earned from their
15 unauthorized use of the UNITED ARTISTS Marks or any mark, name, symbol, or
16 logo which is confusingly similar thereto, in which profits United Artists has a
17 vested interest, pursuant to Cal. Bus. & Prof. Code § 17200, *et seq.*;

18 10. Granting an award of punitive damages for the willful and wanton
19 nature of Defendants' aforesaid acts under the common law;

20 11. For pre-judgment interest on any recovery by United Artists;

21 12. Granting an award of United Artists' costs, expenses, and reasonable
22 attorneys' fees; and

23 ///

24
25 ///

26
27 ///

1 13. Granting such other and further relief as is just and proper.

2 Respectfully submitted,

3 SHEPPARD MULLIN RICHTER & HAMPTON LLP

4
5 Dated: February 4, 2019

By: /s/Jill M. Pietrini

Jill M. Pietrini

Paul A. Bost

Attorneys for Plaintiff

UNITED ARTISTS CORPORATION

JURY DEMAND

United Artists demands a trial by jury of all issues triable by jury.

Respectfully submitted,

SHEPPARD MULLIN RICHTER & HAMPTON LLP

Dated: February 4, 2019

By: /s/Jill M. Pietrini

Jill M. Pietrini

Paul A. Bost

Attorneys for Plaintiff

UNITED ARTISTS CORPORATION

SMRH:488084697.6